

Board of Education Regular Meeting
Monday, May 15, 2017 6:00 PM

City Of Gering Council Chambers 1025 P
Street Gering, NE
1519 10th Street
Gering, NE 69341

Agenda

1. Signature of Notification
2. Call to Order, Pledge of Allegiance, Roll Call, Welcome Visitors
 1. Acknowledge Open Meetings Law
 2. Notice of this meeting was published in the Gering Courier on May 11, 2017.
3. Excuse Absent Board Members
4. Student Recognitions
5. Consent Agenda
 1. Approval of Agenda/Amendment of Agenda Items
 2. Minutes From Previous Board Meeting
 3. Approval of Claims/Bills
 4. First Reading of Board Policies
 - i. 503.9 Homeless Children and Youth
 - ii. 504.1 Student Due Process Rights
 - iii. 504.2 Student Involvement in Decision Making
 - iv. 504.3 Student Conduct
 - v. 504.4 Student Conduct on Buses
 - vi. 504.6 Student Appearance
 - vii. 504.7 Care of School Property and Vandalism
 - viii. 504.8 Freedom of Expression
 - ix. 504.9 Student Lockers
 - x. 504.10 Student Use of Computers
 - xi. 504.11 Weapons
 5. Second Reading of Board Policies
 - i. 503.1 Compulsory Attendance
 - ii. 503.2 Student Attendance Records
 - iii. 503.3 Student Absences Excused
 - iv. 503.4 Addressing Barriers to Attendance
 - v. 503.5 Student Release During School Hours
 - vi. 503.6 Students of Legal Age
 - vii. 503.7 Pregnant Students
 - viii. 503.8 Married Students or Students with Children
 - ix. 503.10 Home Schooling - Reintegration
6. Disposal of Property
7. Personnel Items
 - i. Contract Approvals
 1. Amelia Schuessler - District Speech Pathologist
 2. Shannon Kauffman- Junior High Language Arts Teacher
 - ii. Resignations

1. Susie Hessler - Junior High Special Education
2. Beth Still - Freshman Academy Social Studies & Tech Integration
3. Jo McCoy - Northfield Guidance Counselor (contingent upon finding a suitable replacement)
4. Mick Hartwig -- Junior High Physical Education
8. School Breakfast & Lunch Prices for the 2017-2018 School Year
6. Reports and Discussions
 1. Curriculum Committee Report
 2. Facilities Committee Report
 3. Business Committee Report
 - i. Trial Balance Summary
 - ii. Fund Balances
 - iii. Schedule of Investments
 - iv. Financial Statements
 4. Superintendent's Report
7. Patron Comments
8. Action Items
 1. Discuss, consider, and take all necessary action with regard to an agreement between Scotts Bluff County School District 79-0016, a/k/a Gering Public Schools and RB+B, Architects.
9. Tentative Committee and Meeting Dates
10. Board Comments
11. Adjourn

Board of Education Regular Meeting

April 17, 2017 6:00 PM
City of Gering Council Chambers
1025 P Street
Gering, NE

Attendance Taken at 6:00 PM:

Present Board Members:

Brian Copsey
Brent Holliday
Josh Lacy
BJ Peters
Brady Shaul
Mary Winn

1. Signature of Notification

2. Call to Order, Pledge of Allegiance, Roll Call, Welcome Visitors

2.1. Acknowledge Open Meetings Law

Rationale:

The Board of Education reserves the right to enter into Executive Session for the protection of the public interest; or the prevention of needless injury to the reputation of an individual, and if the individual has not requested a public meeting.

2.2. Notice of this meeting was published in the Gering Courier on April 13, 2017.

3. Excuse Absent Board Members

4. Consent Agenda

Motion Passed: Approval of the Consent Agenda passed with a motion by Mary Winn and a second by BJ Peters.

Brian Copsey	Yes
Brent Holliday	Yes
Josh Lacy	Yes
BJ Peters	Yes
Brady Shaul	Yes
Mary Winn	Yes

4.1. Approval of Agenda/Amendment of Agenda Items

4.2. Minutes From Previous Board Meeting

4.3. Approval of Claims/Bills

4.4. First Reading of Board Policies

4.4.1. 503.1 Compulsory Attendance

4.4.2. 503.2 Student Attendance Records

4.4.3. 503.3 Student Absences Excused

4.4.4. 503.4 Addressing Barriers to Attendance

4.4.5. 503.5 Student Release During School Hours

4.4.6. 503.6 Students of Legal Age

4.4.7. 503.7 Pregnant Students

- 4.4.8. 503.8 Married Students or Students with Children
- 4.4.9. 503.10 Home Schooling - Reintegration
- 4.5. Second Reading of Board Policies
 - 4.5.1. 501 Objectives for Equal Educational Opportunities for Students
 - 4.5.2. 502.1 Resident Students
 - 4.5.3. 502.2 NonResident Students Option Enrollment
 - 4.5.4. 502.3 Entrance Admissions
 - 4.5.5. 502.4 Attendance Center Assignment
 - 4.5.6. 502.5 Students Transfers In
 - 4.5.7. 502.6 Student Transfers Out or Withdrawls
 - 4.5.8. 502.7 Student ReEntry to School
 - 4.5.9. 502.8 Exchange and Foreign Student Admissions
 - 4.5.10. 502.10 Assignment of New Students to Classes and Grade Levels
 - 4.5.11. 502.11 Assignment of Continuing Students to Class
- 4.6. Personnel Items
 - 4.6.1. Contract Approvals
 - 4.6.1.1. Angela Morris- Elementary Principal
 - 4.6.1.2. Lacey Farrington - School Psychologist
 - 4.6.1.3. Amy Meyer - Special Education Teacher @ Junior High
 - 4.6.1.4. Brittany Cooper - Spanish @ High School
 - 4.6.1.5. Blair McDonald- Science @ Junior High School
 - 4.6.2. Resignations

5. Patron Comments

Discussion:

The following patrons spoke in favor of continuing the operation of Cedar Canyon Elementary: Robert Rahmig, Becky Fitts, & Joni Cowan. The following patron spoke in favor of closing Cedar Canyon: Alan Doll.

6. Reports and Discussions

6.1. Curriculum Committee Report

Discussion:

BJ Peters reported about the discussion of the eligibility policy in the Curriculum Committee meeting. The committee is working with Mr. Hubbard to revise the system in an effort to maintain high expectations and rigor, while providing necessary supports for students. The committee is working to find a solution that won't discourage students from taking higher level classes.

6.2. Facilities Committee Report

Discussion:

Mr. Hastings discussed the facilities committee meeting in the Superintendent's Report.

6.3. Business Committee Report

Discussion:

Brian Copey reported that the Business Committee approved the AP Listing and discussed the bonds which will be going on sale April 18th, 2017.

6.3.1. Trial Balance Summary

6.3.2. Fund Balances

6.3.3. Schedule of Investments

6.3.4. Financial Statements

6.4. Superintendent's Report

Discussion:

Mr. Hastings reported on the facilities project at Gering High School. On the 7th of April, the request for qualifications for a construction manager at risk were released. Proposals from potential bidders will be due May 12th by 2:00 p.m. Walk throughs have began with architect's staff and surveys will be completed soon. The design team will have their initial meeting on April 26th. Mr. Hastings also discussed legislative bills which could impact on the district.

7. Action Items

7.1. Discuss, consider and take all necessary action related to the continuing operation of Cedar Canyon Elementary

Discussion:

Brian Copsey stated that all possible outcomes were heavily weighed before coming to a decision and that comments made by the patrons were helpful and greatly appreciated. Mary Winn commented on all of the information that has been reviewed and was appreciative of all questions and the answers that were provided. Brent Holliday stated that he has conversed with those who have children that attend Cedar Canyon School, and that he has considered all of the district's students well-being in his decision.

Motion Passed: Discontinue the operation of Cedar Canyon Elementary School at the end of the 2016-2017 school year passed with a motion by BJ Peters and a second by Mary Winn.

Brian Copsey	Yes
Brent Holliday	Yes
Josh Lacy	Yes
BJ Peters	Yes
Brady Shaul	Yes
Mary Winn	Yes

7.2. Discuss, consider and take all necessary action with regard to the appointment of a Construction Management at Risk (CM@R) Selection Committee as required by, and in conformance with, the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. 13-2901

Rationale:

Appoint the following persons to the Selection Committee to evaluate the proposals received from firms in response to the request for Proposals for the position of Construction Manager at Risk in accordance with Neb. Rev. Stat. 13-2910 (must have at least five (5) members):

(a) Member(s) of the school board: B. J. Peters, Mary Winn, & Brady Shaul.

(b) Member(s) of the school administration or staff: Bob Hastings, Superintendent of Schools & Tim Meisner, Director of Business Services

(c) The school's architect or engineer: Derek Young of RBB Architects.

(d) Any person having special expertise relevant to selection of a construction manager under the Nebraska Political Subdivisions Construction Alternatives Act: Brian Sweeney.

(e) A resident(s) of the School District other than an individual included in (a) through (d) above: Dr. Daryl Wills.

Motion Passed: Appoint of the following persons to the Construction Manager at Risk Selection Committee: B. J. Peters, Mary Winn, Brady Shaul, Bob Hastings, Tim Meisner, Derek Young, Brian Sweeney, & Dr. Daryl Wills passed with a motion by Josh Lacy and a second by Brent Holliday.

Brian Copsey	Yes
Brent Holliday	Yes
Josh Lacy	Yes
BJ Peters	Yes
Brady Shaul	Yes
Mary Winn	Yes

8. Tentative Committee and Meeting Dates

Rationale:

Policy Review Committee -- April 24, 2017 @ 4:30 p.m. Central Office
GHS Facilities Project Committee -- April 26, 2017 @ 4:00 p.m. Gering High School
Personnel Committee -- April 27, 2017 @ 4:30 p.m. Central Office
Curriculum Committee -- May 4, 2017 @ 7:00 a.m. Location TBD
Business Committee -- May 8, 2017 @ 4:30 p.m. Central Office
Facilities Committee -- May 11, 2017 @ 4:30 p.m. Central Office
CM@R Qualifications Submissions Opening -- May 12, 2017 @ 2:00 p.m. Central Office
Regular Board Meeting -- May 15, 2017 @ 6:00 p.m. City of Gering Council Chambers
CM@R Selection Committee Application Review Meeting -- May 17, 2017 @ TBD Central Office
CM@R Interviews -- May 22 &/or 23 @ TBD Central Office

9. Board Comments

Discussion:

Josh Lacey visited Cedar Canyon School and noted top notch teachers and students. He stated that he is very proud of the community, however, financially it would be in best benefit of the district for the closure of Cedar. Mary Winn wanted to acknowledge the great achievements in the past few weeks of students at the Chadron State Scholastic Contest, publication classes at the state competition, as well as the track team's performance. Brent Holliday attended the recent active shooter training at Northfield Elementary. He stated that it was a sobering experience and incredibly valuable. He gave his appreciation to the Gering Police Department for the ALICE training given to our schools. Brady Shaul also acknowledged the hard work Gering Police Department has dedicated to the Gering Schools. He wanted the community to know that his decision regarding Cedar Canyon Elementary was not taken lightly. Brady stated that he had been a student at the school and can empathize with the community. BJ Peters commented that he is very impressed with the track team success and also was grateful to the Gering Police Department for the ALICE training. Officer West, the school resource officer, advised the board that 200 staff has been through the training. ALICE training is another tool for the defense of the kids and to be taken very seriously. Brian Copsey noted that over 60 students compete at the Scholastic Contest and invited the community to the school musical which starts Thursday April 20th, 2017. Brian also acknowledged the passion the patrons have for Cedar Canyon School.

10. Adjourn

Discussion:

Adjourned at 6:38 p.m.

Chairperson

Superintendent

Payee Name	Account Description Element	Check Date	Check Number	Amount	Fund
Allo Communications	Internet Service	4/28/2017	12472	\$7,026.29	1
Barker, Pam	Supplies	4/28/2017	12473	\$139.81	1
Benzel Pest Control	Supplies	4/28/2017	12474	\$65.00	1
Bluffs Sanitary Supply, Inc.	Supplies	4/28/2017	12475	\$10,010.00	1
Brown & Saenger, Inc.	District Stock	4/28/2017	12476	\$155.50	1
Capital Business Systems, Inc.-Texas	Copier Costs	4/28/2017	12477	\$6,335.48	1
Capital Business Sytems, Inc.	Supplies	4/28/2017	12478	\$3.18	1
Cdw Government, Inc.	Server Hardware	4/28/2017	12479	\$8,439.00	1
City Of Gering	Electricity	4/28/2017	12480	\$35,667.52	1
Computer Information Concepts, Inc.	Student Information System	4/28/2017	12481	\$26,875.00	1
Culligan of Scottsbluff	Supplies	4/28/2017	12482	\$564.50	1
Curry, Paul	Contracted Services/Repairs	4/28/2017	12483	\$105.00	1
DAS State Accounting - Central Finance	Internet Service	4/28/2017	12484	\$238.96	1
Dennis Supply Co. - Sb	Supplies	4/28/2017	12485	\$32.72	1
Docu-Shred	Contracted Services/Repairs	4/28/2017	12486	\$44.00	1
Door Closer Service	District Stock	4/28/2017	12487	\$59.00	1
Duncan, Brenda	Mileage Reimbursement	4/28/2017	12488	\$24.88	1
EBSCO INFORMATION SERVICES	Periodicals	4/28/2017	12489	\$982.68	1
Esu #13 _5760	Contracted Services/Repairs	4/28/2017	12490	\$52,838.58	1
Fahrenbrook, Tina	Mileage Reimbursement	4/28/2017	12491	\$12.31	1
First Student	BUS/VAN	4/28/2017	12492	\$58,447.50	1
Foos, Kenda	Mileage Reimbursement	4/28/2017	12493	\$14.45	1
Fresh Foods Inc.	Supplies	4/28/2017	12494	\$54.46	1
Gering Courier	Advertising & Printing	4/28/2017	12495	\$313.03	1
Gering Public Schools	District Stock	4/28/2017	12496	\$90.46	1
Grease N Go	Gas & Oil	4/28/2017	12497	\$137.01	1
Hebbert, Matt	Instructional Aide Salary	4/28/2017	12498	\$652.50	1
Hi Performance Car Wash-Blt, Inc.	District Stock	4/28/2017	12499	\$100.29	1
Hillyard/Sioux Falls	District Stock	4/28/2017	12500	\$7,299.27	1
Ideal Laundry & Cleaners, Inc.	Supplies	4/28/2017	12501	\$375.01	1
Independent Plumbing & Heating	Supplies	4/28/2017	12502	\$266.64	1
J.W. Pepper And Sons, Inc.	Supplies	4/28/2017	12503	\$186.25	1
Jirdon Agri Chemicals	District Stock	4/28/2017	12504	\$1,198.20	1

Johnson Cashway _8920	Supplies	4/28/2017	12505	\$1,997.31	1
Johnson Controls, Inc.	Supplies	4/28/2017	12506	\$6,301.29	1
Jostens _9015	Pupil Services	4/28/2017	12507	\$357.52	1
Knight, Kory	Travel Exp/Prof Devel	4/28/2017	12508	\$20.72	1
Kriz-Davis	Supplies	4/28/2017	12509	\$253.58	1
KSB School Law	Legal Services	4/28/2017	12510	\$2,013.00	1
Linweld	Supplies	4/28/2017	12511	\$807.39	1
Main Street Appliance	Supplies	4/28/2017	12512	\$300.00	1
Martin, Susan	Mileage Reimbursement	4/28/2017	12513	\$20.33	1
Martin, Terri	Travel Exp/Prof Devel	4/28/2017	12514	\$5.78	1
Menards	Supplies	4/28/2017	12515	\$609.40	1
Mile Hi Water Tec, Inc	Supplies	4/28/2017	12516	\$200.00	1
Money Wise Office Supply	Consumable Materials	4/28/2017	12517	\$164.90	1
Monument Physical Therapy	Other Agencies	4/28/2017	12518	\$3,000.00	1
Moravek, Michael	Mileage Reimbursement	4/28/2017	12519	\$34.08	1
NASB	School Improvement	4/28/2017	12520	\$360.00	1
NCSA	Travel Exp/Prof Devel	4/28/2017	12521	\$525.00	1
Nebraska Choral Directors Association	Travel Exp/Prof Devel	4/28/2017	12522	\$302.00	1
Nebraska Safety & Fire Equipment Inc.	Supplies	4/28/2017	12523	\$261.11	1
Newberry, Lionel	Internet Service	4/28/2017	12524	\$247.48	1
One Source	Contracted Services/Repairs	4/28/2017	12525	\$240.00	1
Pat'S Creative D.A. Buskirk & Sons	Contracted Services/Repairs	4/28/2017	12526	\$69.99	1
Pearson	Supplies	4/28/2017	12527	\$103.30	1
Pioneer Publishing	Supplies	4/28/2017	12528	\$247.15	1
Protex Central	Supplies	4/28/2017	12529	\$154.85	1
Quill Corporation	Supplies	4/28/2017	12530	\$437.50	1
Regional Care, Inc.	IRS 125 Plan	4/28/2017	12531	\$288.75	1
Remedia Publications	Supplies	4/28/2017	12532	\$179.97	1
Rice, Toni	Mileage Reimbursement	4/28/2017	12533	\$17.01	1
Roosevelt Public Power Dist.	Electricity	4/28/2017	12534	\$1,668.01	1
Rose, Art	Mileage Reimbursement	4/28/2017	12535	\$11.77	1
Sandberg Implement, Inc.	Gas & Oil	4/28/2017	12536	\$240.93	1
Schank Roofing Service	Supplies	4/28/2017	12537	\$1,157.00	1
Scottsbluff Public Schools	Gas & Oil	4/28/2017	12538	\$3,487.51	1

SHELL	Gas & Oil	4/28/2017	12539	\$820.89	1
Snell Services, Inc.	Supplies	4/28/2017	12540	\$1,363.45	1
Star-Herald	Advertising & Printing	4/28/2017	12541	\$2,023.91	1
Student Assurance Services, Inc.	LIABILITY INSURANCE	4/28/2017	12542	\$3,050.00	1
Team Chevrolet	Tires & Parts	4/28/2017	12543	\$11.14	1
Westco _16360	Supplies	4/28/2017	12544	\$678.86	1
Western NE Community College	Student Tuition	4/28/2017	12545	\$0.00	1
Wilson, Ashlee	Mileage Reimbursement	4/28/2017	12546	\$7.49	1
WPCI	Contracted Services/Repairs	4/28/2017	12547	\$1,532.50	1
Western NE Community College	Student Tuition	5/1/2017	12548	\$1,856.25	1
Western NE Community College	Student Tuition	5/1/2017	12549	\$14,343.75	1
Western NE Community College	Dues & Fees	5/1/2017	12550	\$50.00	1

POLICY 503.9
GERING PUBLIC SCHOOLS
GERING, NE

HOMELESS CHILDREN AND YOUTH

A homeless child or youth is defined as one who lacks a fixed, regular, and adequate nighttime residence. The term includes—

- (1) Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals.
- (2) Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.
- (3) Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
- (4) Migratory children (as defined in section 1309 of the ESSA of 1965, as amended), who qualify as homeless because they are living in circumstances described in this definition.

This definition includes both youth who are unaccompanied by families and those who are homeless with their families. The district will comply with state and federal law as it relates to homeless children or youth.

Assurances

1. The district adopts these policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless.
2. The district will designate an appropriate staff person as the Local Educational Liaison (LEL) for homeless children and youths, to carry out the duties in compliance with state and federal law.
3. The district adopts these policies and practices to ensure that transportation is provided, at the request of the parent or guardian (or in the case of an unaccompanied youth, the liaison), to and from the school of origin. The “school of origin” means the school that the child or youth attended when permanently housed or the school in which the child or youth was last enrolled. This will be done in accordance with the following, as applicable:
 1. If the homeless child or youth continues to live in the district in which the school of origin is located, the child’s or youth’s transportation to and from the school of origin shall be provided or arranged by that district.
 2. If the homeless child’s or youth’s living arrangements in the district served by the school of origin terminate and the child or youth, though continuing his or her education in the school of origin, begins living in an area served by another district, the school of origin and the local district in which the homeless child or youth is living shall agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin. If the two districts are unable to agree upon such method, the responsibility and costs for transportation shall be shared equally.

Comparable Services

Each homeless child or youth shall be provided services comparable to those offered to other students in the school in which the child is placed including transportation services, educational programs for children with disabilities and students with limited English proficiency, educational services for which the child or youth meets the eligibility criteria, such as Title I, school nutrition programs, programs in vocational and technical education, and programs for gifted and talented students.

Local Educational Liaison

The Superintendent or designee shall serve as the district's Local Educational Liaison who will serve in tracking, monitoring and coordinating programs and activities for these children. The identity and duties of the LEL shall annually be provided to the NDE, school staff, providers and advocates of services to homeless persons, and to homeless students.

1. In general, the LEL shall coordinate:
 1. the provision of services with local social services agencies, the NDE Homeless Education Liaison, community and school personnel, and other agencies or programs providing education, social and related services to homeless children and youths and their families; and
 2. with other local educational agencies on interdistrict issues, such as transportation or transfer of school records.
2. Coordination purpose - The coordination shall be designed to:
 1. ensure that homeless children and youths have access and reasonable proximity, to available education and related support services; and
 2. raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness.
3. The LEL shall receive appropriate time and training to carry out the duties required by law and this policy, and ensure that:
 1. homeless children and youths are identified by school personnel and through coordination activities with other entities and agencies;
 2. homeless children and youths enroll in schools of the district, which includes attending classes and participating fully in school activities, and have a full and equal opportunity to meet the same challenging State academic standards as other children and youths;
 3. homeless families, children, and youths receive educational services for which such families, children, and youths are eligible, and referrals to health care services, dental services, mental health services, and other appropriate services;
 4. the parents or guardians of homeless children and youths are informed of the educational and related opportunities available to their children and are provided with meaningful opportunities to participate in the education of their children;
 5. receive individualized counseling from counselors to prepare and improve their readiness for college, including college selection, application, financial aid, and on-campus supports;
 6. unaccompanied youths are informed of their status as independent students under the Higher Education Act of 1965 and may obtain assistance from the LEL to receive verification of such status for purposes of the Free Application for Federal Student Aid;

7. public notice of the educational rights of homeless children and youths is communicated where such children and youths receive services under the federal laws for homeless children, such as schools, family shelters, and soup kitchens;
8. enrollment disputes are mediated in accordance state and federal law; and
9. the parent or guardian of a homeless child or youth, and any unaccompanied youth, is fully informed of all transportation services, including transportation to the school of origin and is assisted in accessing transportation to the school that is selected for the youth.

Enrollment and Placement

The district will handle enrollment and placement of homeless children in compliance with state and federal law according to the child's or youth's best interest such that it shall:

1. continue the child's or youth's education in the school of origin for the duration of homelessness—
 1. in any case in which a family becomes homeless between academic years or during an academic year; or
 2. for the remainder of the academic year, if the child or youth becomes permanently housed during an academic year; or
2. enroll the child or youth in any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.
3. The choice regarding enrollment shall be made regardless of whether the child or youth lives with the homeless parents or has been temporarily placed elsewhere.
4. Issues of guardianship, proof of residency, and dress code requirements shall not be cause for delay or denial of enrollment. The district is not prohibited from requiring a parent or guardian of a homeless child to submit contact information.
5. If the school district is unable to determine the grade level of the student because of missing or incomplete records, the child will be placed in the appropriate grade level by the same procedures used for non-homeless children.

School Stability

In determining the best interest of the child or youth the district shall:

1. presume that keeping a homeless child or youth in the school of origin is in the child's or youth's best interest unless doing so is contrary to the request of the child's or youth's parent or guardian, or (in the case of an unaccompanied youth) the youth.
2. The district must consider student-centered factors related to a child's or youth's best interest including the impact of mobility on achievement, education, health, and safety, giving priority to the request of the child's or youth's parent or guardian, or (in the case of an unaccompanied youth) the youth.
3. If the district determines that it is not in a child's or youth's best interest to attend the school of origin, or the school requested by the parent, guardian, or unaccompanied youth, it must provide a written explanation of the reasons for its determination, in a manner and form that is understandable.

Enrollment Disputes

The dispute procedure must be made available for resolving disputes over eligibility, as well as school selection or enrollment. If a dispute arises over school selection or enrollment in a school:

1. the district shall immediately provide the child's parent or guardian or, in the case of an unaccompanied youth, the youth a written explanation of the decision made regarding the school selection including the right to appeal the decision. It shall be provided in a manner and form understandable to such parent, guardian, or unaccompanied youth and include the LEL contact information. The child or youth shall be immediately admitted to the school in which enrollment is sought, pending resolution of the dispute. Unaccompanied youths shall be assisted by the LEL in enrolling immediately.
2. Within thirty (30) days of receipt of the initial complaint, the LEL shall carry out the dispute resolution process in accordance with 92 NEC 19-005.002
3. The parent/guardian (or student, if applicable) may file a written appeal of the decision to the Nebraska Commissioner of Education. The Commissioner or designee may file a written response to the appeal within thirty (30) calendar days of receipt of the appeal.
4. Within thirty (30) days of receipt of the Commissioner's decision, the parent/guardian (or student, if applicable) may file a written appeal of the decision with the State Board of Education and shall be governed by 92 NAC Rule 61.

Records

Any record ordinarily kept by the school, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, regarding each homeless child or youth shall be maintained:

1. so that the records are available, in a timely fashion, when a child or youth enters a new school or school district;
2. the district will treat the student's homeless status as a Student Education Record, not deemed to be directory information; and
3. in a manner consistent with the Federal Education Rights and Privacy Act.

The LEL shall document the number of homeless children and youths receiving services, and maintain financial records regarding any federal funds used for providing such services.

Immunization Requirements

Homeless students will not be denied enrollment for lack of immunization records. The school district will make a reasonable effort to locate immunization records from the information provided or will assist the student in obtaining the necessary immunizations. Permanent exemptions for homeless students from the immunization requirement in this policy will be allowed only for reasons in accordance with the law.

Review and Revision

The district shall review and revise any policies that may act as barriers to the enrollment of homeless children and youths in the district. In reviewing and revising such policies, consideration shall be given to issues concerning transportation, immunization, residency, birth certificates, school records and other documentation, and guardianship. Special attention shall be given to ensuring the enrollment and attendance of homeless children and youths who are not currently attending school.

Legal Reference:

Neb. Statute 79-215
NDE Rule 19 and Rule 61
42 U.S.C. §11431 and §11432 (McKinney-Vento Homeless
Assistance Act) with amendments
20 U.S.C. §1232g Federal Education Rights and Privacy
Act

Approved: 5/17/10

Reviewed: 8/22/16, 4/24/17 Revised: 9/19/16, 6/19/17

POLICY 504.1
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT DUE PROCESS RIGHTS

Student complaints and grievances regarding board policy or administrative regulations and other matters should be addressed to the student's specific teacher, activity sponsor or other certified employee, other than the administration, for resolution of the complaint. It is the goal of the board to resolve student complaints at the lowest organizational level.

All students will be afforded due process as guaranteed by constitutional provisions. Complaints involving student suspension, expulsion, or mandatory reassignment will follow provisions of the Student Discipline Act. All other student complaints are to follow the chain of command as outlined in district policies. Rules for student conduct and appeal procedures will also be published in the student handbook.

If the complaint cannot be resolved by a certified employee, the student may discuss the matter with the principal within five (5) school days of the employee's decision. If the matter cannot be resolved by the principal, the student may discuss it with the superintendent within ten (10) school days after speaking with the principal.

If the matter is not satisfactorily resolved by the superintendent, the student may appeal to the board in writing. However, the board will only directly consider appeals dealing with policies, procedures and programs. Any complaints involving employee issues will be passed on to the board's legal counsel to determine whether district policies and procedures were followed by the administrator in attempting to resolve the conflict.

Legal Reference: Neb. Statute 79-268 et seq.

Cross Reference: 204.10 Board Meeting Agenda
 204.12 Public Participation in Board Meetings
 301.04 Communication Channels
 504 Student Rights and Responsibilities
 506.06 Student Publications
 1005.01 Public Complaints
 Student Handbook

Approved 05/17/10

Reviewed 4/24/17 Revised 5/15/17

POLICY 504.2
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT INVOLVEMENT IN DECISION MAKING

Students are in a unique position to make positive contributions to the improvement of the educational program and to the operation of a more effective school system.

It is the board's belief that students, in keeping with their level of maturity, should be encouraged to participate in the development of policies, regulations, and procedures that affect them. Their participation in decision making will be considered part of the educational process.

As appropriate to the age of students, class or school organizations such as student councils may be formed to offer practice in self government and to serve as channels for the expression of student ideas and opinions.

The board, through the staff, will take into consideration student opinions in establishing policies that directly affect student programs, activities, privileges, and other areas of student sensitivity.

Students will be welcomed at board meetings and granted privileges of speaking in line with such privileges extended the general public.

Cross Reference: 204.12 Public Participation at Board Meetings
 506 Student Activities

Approved 05/17/10 Reviewed 4/24/17

POLICY 504.3
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT CONDUCT

The board believes inappropriate student conduct causes serious disruption to the learning environment, interferes with the rights of others, and threatens the health and safety of students, employees and the public. The Superintendent and staff will develop and implement age-appropriate student codes of conduct to facilitate the educational process.

Students shall conduct themselves in a manner fitting to their age level and maturity and with respect and consideration for the rights of others while on school district property or on property within the jurisdiction of the school district. This policy will also apply while on school owned, operated, or chartered transportation; while attending or engaged in school activities; and while away from school grounds if misconduct will directly affect the good order, efficient management and educational processes of the school district.

Students who violate this policy and the administrative regulations supporting it will be subject to disciplinary measures including, but not limited to, removal from the classroom, detention, suspension, probation and expulsion. The codes of conduct will include measures to prevent or discourage behavior that interferes with the educational program, behavior that disrupts the orderly and efficient operation of the school or the functioning of school activities, behavior that interferes with the maintenance of a learning environment, behavior that is violent or destructive, or behavior that interferes with the rights of other students to pursue their education. Procedures will be available to allow rights of due process for all students.

This disciplinary process is designed to create the expectation that the degree of discipline imposed by the school will be proportionate to the severity of the behavior of the particular student, the previous discipline history of the student and other relevant factors. It will also include parental involvement processes designed to enable parents, guardians, teachers and school administrators to work together to improve and enhance appropriate student behavior and academic performance. All student codes of conduct shall be submitted to the board for approval or review.

The code of conduct will be included in the student handbook, and a parent/guardian will sign and promptly return an acknowledgement of receipt of the handbook that specifically mentions the student code of conduct.

Legal Reference: Goss v. Lopez, 419 U.S. 565 (1975).
Neb. Statute 79-2,114 et seq. (Nebr. Equal Opportunity
in Education Act)
79-254 et seq. (Student Discipline Act)

Cross Reference: 503 Student Attendance
506 Student Activities
1005.02 Communication with Parents
Student Handbook

Approved 05/17/10 Reviewed 4/24/17 Revised 5/15/17

POLICY 504.4
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT CONDUCT ON BUSES

The privilege of riding a school bus is contingent upon a student's good behavior and observance of established regulations for student conduct both at bus stops and inside buses. Since bus transportation is provided to assist the education program, the board shall require students to conduct themselves on the bus in a manner consistent with established standards for classroom behavior.

The driver of a school bus shall be responsible for safety of the students on the bus, both during the ride and while students are entering or leaving the vehicle. Therefore, it is the bus driver's duty to notify the supervisor of transportation or the principal of the school involved if any student persists in violating the established rules of conduct.

After due warning has been given to the student and to parents/guardians, the principal may withhold from the student the privilege of riding the school bus. In such cases, the parents of the children involved will be responsible for seeing that their children get to and from school safely.

The student may also face detention, suspension, or expulsion, in accordance with established policies, for flagrant violation of school bus rider conduct regulations or conduct detrimental to the safe operation of the bus.

Cross Reference: 504.03 Student Conduct
 505 Student Discipline

Approved 05/17/10 Reviewed 4/24/17 Revised 5/15/17

POLICY 504.6
GERING PUBLIC SCHOOLS
GERING, NE

STUDENT APPEARANCE

The board believes inappropriate student appearance causes material and substantial disruption to the school environment or presents a threat to the health and safety of students, employees and visitors.

Students are expected to adhere to standards of cleanliness, grooming and dress that are compatible with the requirements of a good learning environment. The standards will be those generally acceptable to the community as appropriate in a school setting.

The board expects students to be clean and well groomed and wear clothes in good repair and appropriate for the time, place and occasion. Clothing or other apparel promoting products illegal for use by minors and clothing displaying obscene material, profanity, or reference to prohibited conduct are disallowed. While the primary responsibility for appearance lies with the students and their parents, appearance disruptive to the education program will not be tolerated. When, in the judgment of a principal, a student's appearance or mode of dress disrupts the educational process or constitutes a threat to health or safety, the student may be required to make modifications.

It shall be the responsibility of the superintendent, in conjunction with the principals, to develop administrative regulations regarding this policy.

Legal Reference: Hines v. Caston Sch. Corp. 651 N.E.2D 330 (1995)
Hazelwood School District v. Kuhlmeier, 484 U.S. 260 (1988).
Bethal School District v. Fraser, 478 U.S. 675 (1986).
Tinker v. Des Moines Ind. Comm. Sch. Dist., 393 U.S. 503 (1969).
Neb. Statute 79-526

Cross Reference: 501 Objectives for Equal Educational Opportunities for
Students
504 Student Rights and Responsibilities
Student Handbook

Approved 05/17/10 Reviewed 4/24/17

POLICY 504.7
GERING PUBLIC SCHOOLS
GERING, NE

CARE OF SCHOOL PROPERTY AND VANDALISM

Students shall treat school district property with care and respect. They shall be subject to discipline under board policy and the school district rules and regulations. Students found to have destroyed or otherwise harmed school district property may be required to reimburse the school district. They may also be referred to local law enforcement authorities.

It shall be the responsibility of the superintendent, in conjunction with the principal, to develop administrative rules regarding this policy.

Cross Reference: 504 Student Rights and Responsibilities
 Student Handbook

Approved 05/17/10 Reviewed 4/24/17 Revised 5/15/17

POLICY 504.8
GERING PUBLIC SCHOOLS
GERING, NE

FREEDOM OF EXPRESSION

Student expression, other than student expression in student-produced official school publications, made on the school district premises or under the jurisdiction of the school district or as part of a school-sponsored activity may be attributed to the school district; therefore, student expression must be responsible. Student expression must be appropriate to assure that the students learn and meet the goals of the school activity and that the potential audience is not exposed to material that may be harmful or inappropriate for their level of maturity.

Students will be allowed to express their viewpoints and opinions as long as the expression is responsible. The expression shall not, in the judgment of the administration, encourage the breaking of laws, defamation of persons, be obscene or indecent, or cause a material and substantial disruption to the educational program. The administration, when making this judgment, shall consider whether the activity in which the expression was made is school-sponsored and whether review or prohibition of the students' speech furthers an educational purpose. Further, the expression must be done in a reasonable time, place, and manner that is not disruptive to the orderly and efficient operation of the school district.

Students who violate this policy may be subject to disciplinary measures. Employees shall be responsible for insuring students' expression is in keeping with this policy. It shall be the responsibility of the superintendent to develop administrative regulations regarding this policy.

Legal Reference: U.S. Const. amend. I.
 Hazelwood School District v. Kuhlmeier, 484 U.S. 260
 (1988).
 Bethel School District v. Fraser, 478 U.S. 675 (1986). Tinker v.
 Des Moines Ind. Comm. Sch. Dist., 393 U.S. 503 (1969).
 Bystrom v. Fridley High School, 822 F.2d 747 (8th Cir. 1987).

Cross Reference: 504 Student Rights and Responsibilities
 506 Student Activities
 604.10 Academic Freedom
 1005.10 Distribution or Posting of Materials

Approved 05/17/10 Reviewed 4/24/17

**POLICY 504.9
GERING PUBLIC SCHOOLS
GERING, NE**

STUDENT LOCKERS

Student lockers are the property of the school district. Students shall use the lockers assigned to them by the school district for storing their school materials and personal belongings necessary for attendance at school. It shall be the responsibility of students to keep their assigned lockers clean and undamaged.

To ensure students are properly maintaining their assigned lockers, the principal of the building may periodically inspect all or a random selection of lockers. Students may be present during the inspection of their lockers. Student lockers may also be searched in compliance with board policy regulating search and seizure.

Cross Reference: 504.01 Student Due Process Rights

Approved 05/17/10 Reviewed 4/24/17

**POLICY 504.10
GERING PUBLIC SCHOOLS
GERING, NE**

STUDENT USE OF COMPUTERS

The Board of Education believes that the availability of computers and computer technology will enhance the learning opportunities of our students. Students are expected to conduct themselves within the guidelines of district computer use policy as stated in Policy 606.06, Acceptable Use of Computers, Technology and the Internet.

Cross Reference:	504.03 Student Conduct
	505 Student Discipline
	606.06 Acceptable Use of Computers, Technology and the Internet
Approved 05/17/10	Reviewed 4/24/17

Cross Reference:

- 505 Student Discipline
- 508 Student Health and Well Being

Approved 05/17/10

Reviewed 6/23/14, 4/24/17

Revised 5/15/17

**POLICY 503.1
GERING PUBLIC SCHOOLS
GERING, NE**

COMPULSORY ATTENDANCE

Any child who will reach six years of age prior to January 1 of the current year and who has not reached eighteen years of age shall meet the requirements of mandatory school attendance. Any such child shall attend the academic program on a regular basis, unless a written request to drop the child from the school rolls is made by the parent, guardian or other person having charge, control or custody of the child.

Any child of mandatory attendance age must by law regularly attend a public, private, denominational, parochial school or a combination of such schools not less than the entire school term of the school(s) which the child attends. This does not apply to a child who has obtained a high school diploma or received a General Equivalency Diploma, completed the program of instruction offered by a non-credited or non-approved school, has reached the age of 18, or who is at least 16 years old and whose parent or guardian has withdrawn the child from school in the manner prescribed by state statute.

Excusal from the full-time requirement of the compulsory education law can be granted by the superintendent for a child between 14 and 16 years of age having completed the work of the eighth grade when legal employment due to necessity has been obtained by the student and such a request has been made by a parent/guardian.

Withdrawal To Age 6

The parent/guardian of any child who will not reach six years of age prior to January 1 of the current school year and who is enrolled, may discontinue that enrollment according to procedures provided by the district.

Minimum Age

The district will not admit any child into its kindergarten class unless:

1. the child will reach the age of five years on or before July 31 of the current year beginning with the 2012-2013 school year or
2. the child will reach the age of five years by February 1 of the current year (October 15 of the current year beginning with the 2012-13 school year), and;
 - a) the parent provides an affidavit stating that the child attended kindergarten in another district, or
 - b) the family will be relocating to another district within 60 days to a district that allows early admission into kindergarten within the current year, or
 - c) the child has demonstrated through recognized assessment procedures approved by the board his/her capability of carrying the work of the beginner grade. By January 1, 2012, each school board shall approve and

make available a recognized assessment procedure for determining if a child is capable of carrying the work of kindergarten.

The district will use the Developmental Indicators for the Assessment of Learning (DIAL-4) to meet the requirement for a recognized assessment procedure to determine if a child not 5 years of age on or before July 31 of the current year is capable of carrying the work of kindergarten. The board shall update these procedures as the board deems appropriate.

Early Withdrawal at Age Sixteen

A person who has legal or actual charge or control of a child who is at least sixteen years of age may withdraw the child from school if an exit interview is conducted as required below, or if a signed notarized release form is filed with the Commissioner of Education as required by law for a child enrolled in a school that elects not to meet accreditation or approval requirements.

The exit interview shall be conducted at the time and place selected by the superintendent or designee upon receiving the written request of any person who has legal or actual charge or control of a child who is at least sixteen years of age if the child is enrolled in a school operated by the school district or resides in the school district and is enrolled in a private, denominational, or parochial school.

The exit interview shall be personally attended by:

- the child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable;
- the person who has legal or actual charge or control of the child who requested the exit interview;
- the superintendent or designee;
- the child's principal or the principal's designee if the child at the time of the exit interview is enrolled in a school operated by the school district; and
- any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include other school district personnel or the child's principal or such principal's designee if the child is enrolled in a private, denominational, or parochial school.

At the exit interview, the person making the written request shall present evidence that the person has legal or actual charge or control of the child and that the child would be withdrawing due to either:

- a) financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or
- b) an illness of the child making attendance impossible or impracticable.

The superintendent or designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the

school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.

At the conclusion of the exit interview, the person making the written request may sign the withdrawal form provided by the school district agreeing to the withdrawal of the child or may rescind the written request for the withdrawal.

Any withdrawal form signed by the person making the written request shall be valid only if:

- a) the child signs the form unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable, and
- b) the superintendent or designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the superintendent or designee, the person making the written request does in fact have legal or actual charge or control of the child and the child is experiencing either:
 - 1) financial hardships requiring the child to be employed to support the child's family or dependents of the child, or
 - 2) an illness making attendance impossible or impracticable.

Legal Reference: Neb. Statute 79-201 et seq.

Cross Reference: 502 Student Admissions

Approved 05/17/10 Reviewed 12/23/13, 3/27/17 Revised 10/15/12, 4/17/17

**POLICY 503.3
GERING PUBLIC SCHOOLS
GERING, NE**

STUDENT ABSENCES EXCUSED

Regular attendance by students is essential for students to obtain the maximum opportunities from the education program. Parents and students alike are encouraged to ensure an absence from school is a necessary absence. Students shall attend school unless excused by the principal of their attendance center.

Student absences approved by the principal shall be excused absences. Excused absences, including documented illness, shall count as non-attendance days for purposes of addressing excessive absenteeism, except for notification of the county attorney in policy 503.04.

Students whose absences are approved shall make up the work missed and receive full credit for the missed school work, within guidelines of the student handbook. It shall be the responsibility of the student to initiate a procedure with the student's teacher to complete the work missed.

Students who wish to participate in school sponsored activities must adhere to attendance and activity participation rules as outlined in the student handbooks.

It shall be the responsibility of the parent to notify the student's attendance center as soon as the parent knows the student will not be attending school on that day. The principal may request evidence or written verification of the student's reason for absence. This issue is specifically addressed in the student handbook which is approved every year by the Board of Education.

It shall be the responsibility of the superintendent, in conjunction with the principal, to develop administrative regulations regarding this policy.

Legal Reference: Neb. Statute 79-209
 NDE Rule 10.012.01B

Cross Reference: 503.04 Excessive Absenteeism
 505 Student Discipline
 506 Student Activities
 507 Student Records
 Student Handbook

Approved 08/13/03 Reviewed 10/31/11, 3/27/17 Revised 12/19/11, 4/17/17

POLICY 503.4
GERING PUBLIC SCHOOLS
GERING, NE

ADDRESSING BARRIERS TO ATTENDANCE

Regular attendance by the students at school is essential for students to obtain the maximum opportunities from the education program. Parents and students alike are encouraged to ensure an absence from school is a necessary absence. Students shall attend school unless excused by the principal of their attendance center. This policy, developed and annually reviewed in collaboration with the county attorney for the district's principal office location, is an attempt to address the barriers to student attendance. This policy shall include a provision indicating how the district and the county attorney will handle cases in which excessive absences are due to illness, and shall state the circumstances and number of absences or hourly equivalent upon which the school shall render all services to address barriers to attendance.

Any superintendent, principal, teacher, or member of the school board who knows of any violation of the state school attendance laws (79-201) shall report that violation to the school attendance officer within 3 days.

The superintendent shall designate an attendance officer. The attendance officer will immediately investigate the report of any child who may be in violation of the state's compulsory attendance statutes.

If any student has exceeded the number of unexcused absences as defined in the student handbook, the school shall render all services to address barriers to attendance. These services shall include the following:

1. verbal or written communication by school officials with the person or persons who have legal or actual charge or control of any child; and
2. a meeting or meetings between the school attendance officer, school social worker, a school administrator or designee, the person who has legal or actual control of the child, and the student (when appropriate) to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall consider, but not be limited to:
 - (i) illness related to physical or behavioral health of the child;
 - (ii) educational counseling;
 - (iii) educational evaluation;
 - (iv) referral to community agencies for economic services;
 - (v) family or individual counseling; and
 - (vi) assisting the family in working with other community services.

The school may report to the county attorney of the county in which the person resides when the school has documented the efforts it has made as required by statutes, that the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and that the child has been absent more than twenty days per year. The school shall notify the child's family or legal guardian in writing prior to referring the child to the county attorney. Illness that makes attendance impossible or impracticable shall not be the basis for referral to the county attorney.

Students are subject to disciplinary action for excessive absenteeism including suspension and expulsion. It shall be within the discretion of the principal to determine, in light of the circumstances, whether a student may make up work missed because of excessive absenteeism. Disciplinary action for students receiving special education services will be assigned in accordance with the goals and objectives of the student's Individualized Education Program.

The superintendent shall report to the Commissioner of Education as directed by the commissioner regarding the number of and reason for any long-term suspension, expulsion, or excessive absenteeism; referral of a student to the office of the county attorney for excessive absenteeism; or contacting of law enforcement officials other than school resource officers by the district relative to a student enrolled in the district. The superintendent shall report annually to the Commissioner of the required data for the number of students who have dropped out of school.

It shall be the responsibility of the superintendent or designee to implement this policy. The implementation may include regulations indicating the disciplinary action to be taken for excessive absenteeism.

Legal Reference: Neb. Statute 79-208 and 209
 NDE Rule 10.012.01B

Cross Reference: 411.03 Truancy Officer
 505 Student Discipline
 506 Student Activities
 507 Student Records

Approved 05/17/10 Reviewed 6/23/14, 3/27/17 Revised 10/15/12, 4/17/17

**POLICY 503.5
GERING PUBLIC SCHOOLS
GERING, NE**

STUDENT RELEASE DURING SCHOOL HOURS

Students will be allowed to leave the school district facilities during school hours only with prior authorization from their parents, unless the custodial parent or legal guardian appears personally at the student's attendance center to arrange for the release of the student during school hours, or with the permission of the principal.

It shall be the responsibility of the superintendent, in conjunction with the principal, to develop administrative regulations regarding this policy.

Legal Reference: Neb. Statute 79-201 et seq.

Cross Reference: 503.01 Compulsory Attendance
505 Student Discipline
506 Student Activities
507 Student Records
Student Handbook

Approved 05/17/10 Reviewed 3/27/17 Revised

**POLICY 503.7
GERING PUBLIC SCHOOLS
GERING, NE**

PREGNANT STUDENTS

The board encourages pregnant students to continue to attend the education program as long as they are physically able to do so. The pregnant student may notify the principal or the guidance counselor as soon as she is aware of the pregnancy. The school may require that a pregnant student provide the principal with a written note from her doctor relative to special conditions that might exist and specific suggestions as to how long the student may continue to attend classes. If the student is unable to attend school because of her pregnancy, the student may be excused and arrangements made to continue her studies during her absence. The student shall resume classes upon the recommendation of her physician.

Cross Reference: 503.01 Compulsory Attendance
 605.02 Individualized Instruction

Approved 05/17/10 Reviewed 3/27/17 Revised

**POLICY 503.8
GERING PUBLIC SCHOOLS
GERING, NE**

MARRIED STUDENTS OR STUDENTS WITH CHILDREN

Married students residing in the district are considered to be of legal age.

The district encourages married students and students with children to complete requirements for graduation and to participate in school activities under the same terms and conditions as other students.

Legal Reference: Neb. Statute 43-2101

Cross Reference: 503.01 Compulsory Attendance
605.02 Individualized Instruction

Approved 05/17/10 Reviewed 3/27/17 Revised

**POLICY 503.10
GERING PUBLIC SCHOOLS
GERING, NE**

HOME SCHOOLING - REINTEGRATION

Gering Public School District #16 recognizes that students in Nebraska may elect the option of home schooling, as set forth in Nebraska Rev. Statute 79-1701 and regulated by Rule 13 N.D.E., effective August, 1984.

The Board of Education encourages all school-age children of district residents to enroll in the public schools so they may benefit from a planned educational program and the socialization of a group environment.

The following policy shall govern:

1. reintegration of Rule 13 students to the Gering Public Schools, and,
2. the provision of auxiliary or supplemental education and activity services to Rule 13 students.

When a Rule 13 student enrolls in the Gering Public Schools District #16, the District reserves the right to make an appropriate grade level placement and credit issuance that fulfills the needs of the child and the District.

The appropriate level of placement or credit issuance may be determined by, but is not limited to, consideration of all or some of the following information:

1. chronological age;
2. transcript review, previous public or private school experience;
3. diagnostic testing data;
4. achievement test data;
5. criterion referenced test data;
6. final exam test data;
7. administrative/counselor review.

Rule 13 students are excluded from the provision of auxiliary or supplemental education and activity services. An exception to this policy are services provided to students who qualify for Special Education (N.D.E. Rule 51).

Legal Reference: Neb. Statute 79-1701
 Rule 13 N.D.E.
 Rule 51 N.D.E.

Cross Reference: 503.10a Administrative Procedure

Approved 05/17/10 Reviewed 3/27/17 Revised

**POLICY 503.10R1
GERING PUBLIC SCHOOLS
GERING, NE**

**HOME SCHOOLING – REINTEGRATION –
ACADEMIC/ACTIVITIES PARTICIPATION**

Home-Schooled, Rule-13 students who enroll in the Gering Senior High School after having initiated their education in a Home-Schooled environment will be granted credits in core curriculum subject matter to the extent they can show evidence of mastery of subject matter.

When Rule-13 students begin attending Senior High and credit has been granted for previously completed courses, pass/fail grades will be assigned to said courses.

A minimum of four (4) semesters of attendance will be required for a student to be considered for academic honors.

Pass/fail credits will not be considered when computing grade point averages.

Students enrolled on a part-time basis may be permitted in the discretion of the principal and athletic director to participate in extra curricular activities. Participation in activities that are subject to the bylaws of the Nebraska School Activities Association (NSAA) will be limited to those students who meet the NSAA bylaws.

Approved 05/17/10

Reviewed 8/22/16, 3/27/17

Revised 9/19/16

Memo

To: Board Of Education
From: Tim Meisner
Date: May 15, 2017
Re: School Lunch Prices

As part of the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296), Section 205 addresses equity in school lunch pricing. Effective July 1, 2011, School Food Authorities (SFA) participating in the National School Lunch Program are required to provide the same level of support for their paid student lunches as they are for lunches served to students eligible for free and reduced price meals.

With the ongoing modifications required by USDA, our menus continue to change. These changes include serving more fresh fruits and vegetables, serving more products with whole grains and not utilizing breaded meat food products, reduction in sodium and fat, all of which increase our costs. To help ensure we can address our costs and meet these compliance requirements, USDA provides a "Lunch Price Calculator" tool to establish meal prices. Based on the recommendation from the tool we propose the following:

	2016-17 Lunch	2017-18 Lunch	2016-17 Breakfast	2017-18 Breakfast
Elementary	\$2.65	\$2.75 (increase)	\$1.65	\$1.75 (increase)
Secondary	\$2.90	\$3.00 (increase)	\$1.90	\$2.00 (increase)
Adult	\$3.70	\$3.80 (increase)	\$3.45	\$3.55 (increase)
Milk	.50	.50	.50	.50

Recommendation: Motion to increase the elementary, secondary and adult lunch and breakfast prices as discussed.

THE MONTH ENDING APRIL 30, 2017
TRIAL BALANCE SUMMARY

	GENERAL	BUILDING	DEPREC'N	FEE	QUALIFIED CAPITAL	EMPL BEN	ACTIVITY	CAFETERIA	BOND
04/01/2017 Balance	\$2,983,264.92	\$576,932.87	\$539,186.77	\$594.60	\$20,064.38	\$16,626.88	\$155,917.09	\$84,549.21	\$776,281.00
CD Deposit									
+									
MTD Receipts	\$1,628,373.04	\$22.01	\$1.47	\$0.00	\$0.08	\$0.06	\$17,862.16	\$85,497.85	\$0.00
+									
RECPT ADJ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
=									
AVAILABLE FUNDS	\$4,611,637.96	\$576,954.88	\$539,188.24	\$594.60	\$20,064.46	\$16,626.94	\$173,779.25	\$170,047.06	\$776,281.00
-									
MTD EXPENSE	\$1,680,700.81	\$3,900.00	\$0.00	\$0.00	\$0.00	\$1,770.00	\$39,444.23	\$4,936.34	\$0.00
-									
EXPENSE ADJ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
=									
RECEIPT-EXP BALANCES	\$2,930,937.15	\$573,054.88	\$539,188.24	\$594.60	\$20,064.46	\$14,856.94	\$134,335.02	\$165,110.72	\$776,281.00

IMPREST	\$18,900.09								
PAYROLL	\$0.00								
CASH AT COUNTY	\$2,274,501.29								\$192,662.46
+									
REGULAR CHECKING	(\$236,898.27)			\$594.60			\$65,787.96	\$8,743.22	\$435,400.15
+									
MMA ACCOUNT	\$1,288,317.03	\$573,054.88	\$95,552.69		\$20,064.46	\$14,856.94	\$33,427.50	\$156,367.50	\$148,218.39
+									
IMPREST SUSPENSE	\$1,550.87								
+									
DUE TO BUILDING									
DUE FROM BOND									
CD'S			\$443,634.08				\$35,119.56		
+ or -									
A/R or (A/P)	(\$415,433.86)								
=									
FUND BALANCES	\$2,930,937.15	\$573,054.88	\$539,186.77	\$594.60	\$20,064.46	\$14,856.94	\$134,335.02	\$165,110.72	\$776,281.00

THE MONTH ENDING APRIL 31, 2016
TRIAL BALANCE SUMMARY- YEAR-TO-DATE

target \$650K

target \$750

	GENERAL	BUILDING	DEPREC'N	FEE	QUALIFIED CAPITAL	EMPL BEN	ACTIVITY	CAFETERIA	BOND
9/1/2015 CD Deposit	\$2,406,066.58	\$541,831.01	\$554,616.67	\$506.80	\$20,067.88	\$11,721.86	\$183,187.52	\$124,088.69	\$533,470.70
+ YTD RECPTS	\$13,674,508.13	\$694.11	\$1,512.46	\$660.00	\$0.63	\$0.31	\$388,449.09	\$691,900.94	\$354,016.94
+ RECPT ADJ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= AVAILABLE FUNDS	\$16,080,574.71	\$542,525.12	\$556,129.13	\$1,166.80	\$20,068.51	\$11,722.17	\$571,636.61	\$815,989.63	\$887,487.64
- YTD EXPENSE	\$13,214,430.79	\$120,065.66	\$0.00	\$0.00	\$0.00	\$0.00	\$394,903.20	\$752,465.85	\$244,931.38
- EXPENSE ADJ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
= RECEIPT-EXP BALANCES	\$2,866,143.92	\$422,459.46	\$556,129.13	\$1,166.80	\$20,068.51	\$11,722.17	\$176,733.41	\$63,523.78	\$642,556.26

IMPREST	\$22,150.19								
PAYROLL	\$0.00								
CASH AT COUNTY	\$2,126,680.09								\$184,574.46
+ REGULAR CHECKING	(\$14,681.44)			\$1,168.80		\$11,722.17		(\$130,315.41)	\$383,603.98
+ MMA ACCOUNT	\$1,136,231.39	\$422,459.46	\$14,450.14		\$20,068.51		\$25,841.91	\$193,839.19	\$74,377.82
+ IMPREST SUSPENSE	\$4,995.40						\$110,926.52		
+ DUE TO BUILDING DUE FROM BOND	(\$200,000.00)								
CD'S + or -			\$541,678.99						
A/R or (A/P)	(\$209,231.70)						\$39,964.98		
= FUND BALANCES	\$2,866,143.93	\$422,459.46	\$556,129.13	\$1,168.80	\$20,068.51	\$11,722.17	\$176,733.41	\$63,523.78	\$642,556.26

Gering Public Schools Building Fund 4/30/2017		
Cash Balance	4/30/2017	<u>\$573,054.88</u>
Projected Revenue	05/01/17-08/31/17	
Taxes		\$ -
Loan to General Account		
Interest		<u>\$ 1,200.00</u>
Total		<u>\$ 1,300.00</u>
Projected Expenses		\$ -
Admin Building		\$ 11,700.00
Architech Fees		<u>\$ -</u>
Total		<u>\$ 11,700.00</u>
Cash Balance		<u>\$ 562,654.88</u>

Gering Public Schools Depreciation Fund 4/30/2017		
Cash Balance	4/30/2017	\$ 539,188.24
Projected Revenue	05/01/17-08/31/17	
Interest		<u>\$ 800.00</u>
Total		<u>\$ -</u> <u>\$ 539,988.24</u>
Projected Expenses		\$ -
		\$ -
		<u>\$ -</u>
Total		<u>\$ -</u>
Cash Balance		<u>\$ 539,188.24</u>

SCHEDULE OF INVESTMENTS HELD

AS OF APRIL 30, 2017

Depository	Number	Fund	Amount	Rate	Date of Issue	Date of Maturity
Valley Bank	1097688	Depreciation	\$321,977.83	.45%	11-26-08	11-26-17
Valley Bank	1097480	Depreciation	\$121,291.05	.35%	03-18-08	03-18-18
Valley Bank	1097261	Activity-Whitney Parr	\$29,496.20	.70%	08-16-07	08-16-17
US Bank	35050016148 3	Activity-Twyla Fulk	\$5,571.32	.45%		08-06-17

3.05te: May 15, 2017
 To: Board of Education
 Re: April Financial Statements.

The Business Committee has reviewed the financial records for the month of April, 2017. Items found in the various bill lists needing further description are notated, if necessary, in the right-hand margin of the Schedule of Checks Written. The remainder of items are typical service or supply expenditures and are adequately defined in the descriptive columns.

General Fund revenue was \$1,412,878.16. General Fund expenditures were \$284,440.28 and the payroll for April totaled \$1,396,260.53. Total General Fund expenditures for April were \$1,680,937.15

Building Fund revenue was \$22.01 and expenditures were \$3,900.00 the Depreciation Fund revenue was \$1.47 and expenditures were \$0.00, the Qualified Capital Fund revenue was \$.08 and expenditures were \$0.00; the Fee Fund revenue was \$0.00 and expenditures were \$0.00 and the Employee Benefit Fund revenue was \$.06 and expenditures were \$1,770.00.

The Activity Fund revenue was \$17,862.16. Activity Fund expenditures totaled \$39,444.23.

The Cafeteria Fund revenue was \$85,497.85 Cafeteria Fund expenditures were \$3,021.27 plus \$1,915.07 for payroll for a total of \$4,936.34: the Bond Fund revenue was \$0.00 and expenditures were \$0.00.

		EXPENSES	REVENUE
GENERAL FUND		\$284,440.28	\$1,628,373.04
	Payroll	\$1,396,260.53	
BUILDING		\$3,900.00	\$22.01
DEPRECIATION		\$0.00	\$1.47
QUALIFIED CAPITAL		\$0.00	\$0.08
EMPLOYEE BENEFIT		\$1,770.00	\$0.06
ACTIVITY		\$39,444.23	\$17,862.16
CAFETERIA		\$3,021.27	\$85,497.85
	Payroll	\$1,915.07	
FEE FUND		\$0.00	\$0.00
Bond Fund		\$0.00	\$0.00



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Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the 8th day of **May** in the year Two Thousand and Seventeen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Scotts Bluff County School District 79-0016, a/k/a Gering Public School District
1519 10th Street
Gering, NE 69341
Phone: 308-436-3125
FAX: 308-436-4301
(Hereinafter referred to as "Owner" or "School District").

and the Architect:
(Name, legal status, address and other information)

RB+B, Architects
315 East Mountain Avenue, Suite 100
Fort Collins, CO | 80524
Phone: 970-484-0117
(Hereinafter referred to as "Architect").

for the following Project:
(Name, location and detailed description)

Gering Public School District - High School - Additions & Renovation as more particularly described on the Scope of Project Sheet, Exhibit "A".

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article 1:

(state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

Refer to Exhibit A – Scope of the Work - attached hereto.

§ 1.1.2 **PROJECT BUDGET.** The Owner's budget for the Cost of the Work, as defined in Section 3.1.1.2:
(Provide total and, if known, a line item breakdown.)

For purposes of this Agreement the budget will be deemed to be approximately TWENTY FOUR MILLION DOLLARS (\$24,000,000.00) until a formal Project Budget is finally determined by the Owner.

§ 1.1.3 **PROJECT FINANCING.** Project Financing shall be through the issuance of revenue bonds approved by the legal voters of the Gering Public School District at the general election held on March 14, 2017.

§ 1.2 **ANTICIPATED PROJECT FINANCING, DESIGN AND CONSTRUCTION SCHEDULE.** The Owner's anticipated financing, design and construction schedule:

- .1 Design phase milestone dates, if any: The design phase milestone dates for the Project shall be established based upon the Substantial Completion Date integrated into the fast track construction management at risk method of construction delivery, with phased design, bidding of the work through multiple contractors, and ongoing construction administration by the Architect in conjunction with the construction manager.

Init.

- .2 Commencement of construction: To be determined – To be added by amendment to this Agreement.

(Paragraphs deleted)

- .3 Substantial Completion date: To be determined – To be added by amendment to this Agreement.

§ 1.3 PROJECT CONSTRUCTION DELIVERY METHOD. The Owner intends the following procurement or delivery method for the Project:

(Identify method such as competitive bid, negotiated contract or construction management.)

Construction Manager at Risk under the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. §§ 13-2901 et seq. Construction contract bids to be let by competitive bidding, with contract held by the Construction Manager.

§ 1.4 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

Existing facility must be available for use during construction, and allow for partial move in pursuant to the construction schedule developed by the Architect and Construction Manager and approved by the Owner which is incorporated herein by this reference upon adoption by the Board of Education of the Owner.

§ 1.5 TERM OF AGREEMENT. The term of this Agreement shall be for a period beginning on the effective date stated on page 1, and shall Continue through the occurrence of one of the following events, whichever occurs first in time:

1. The completion of all services provided by the Architect for the Project under the terms of this Agreement, with the term of this Agreement to extend to twelve (12) months after the issuance to the Owner by the Architect of the Certificate of Substantial Completion for the Project issued last in time. Any additional services to be provided by the Architect shall be determined by a separate contract or addendum to this Agreement. This Agreement shall not create a continuing contract for architectural services for future building projects or bond elections beyond the terms of this paragraph.
- .2 The termination of this Agreement according to its terms, INCLUDING termination pursuant to paragraphs 9.1.6 and 11.1.1.2 in the event the legal voters of the Owner do not approve the bond issue to finance the project; PROVIDED, the Owner, by and through the Board of Education, elects to extend the term of this agreement at its sole discretion.
- .3 In the event a bond issue election is not held to finance the project within twenty-four (24) months from and after the effective date stated on page 1, upon the expiration of twenty-four (24) months from and after the effective date stated on page 1, PROVIDED, the Owner, by and through the Board of Education, elects to extend the term of this agreement at its sole discretion.

Any additional services to be provided by the Architect shall be determined by a separate contract or addendum to this Agreement. This Agreement shall not create a continuing contract for architectural services for future building projects or bond elections beyond the terms of the Scope of the Work, Exhibit A, and in no event extend for a period of more than Forty-Eight (48) months from and after the effective date stated on page 1 hereof.

§ 1.6 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

Init.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000 each occurrence / \$2,000,000 aggregate.

.2 Automobile Liability

\$1,000,000 combined single limit.

.3 Workers' Compensation

\$500,000 each accident / \$500,000 disease, each employee / \$500,000 disease policy limit

.4 Professional Liability

\$2,000,000 each claim and annual aggregate.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 DEFINITIONS. The Architect's Basic Services shall be based upon the following definitions:

§ 3.1.1.1 PROJECT. The Project that is the subject of this Agreement is generally described in the Scope of the Work, Exhibit A attached hereto (hereinafter referred to as "the Project" or "Projects").

§ 3.1.1.2 PROJECT BUDGET. The Project Budget for the Project is TO BE DETERMINED. The Project Budget shall include the Cost of the Work, all architect's and engineer's fees and reimbursable expenses and the cost of Owner-provided services (hereinafter "the Project Budget"). The Project Budget shall be approved by the School District immediately prior to or concurrent with the resolution to finance the project through a bond issue election.

§ 3.1.1.3 COST OF THE WORK. The Cost of the Work for the Project shall include the cost of construction for site improvements, additions work and renovations work, furnishing, fixtures and equipment (if any) and the construction manager's fees and reimbursable expenses. The Cost of the Work shall not include the architect's or engineer's fees or reimbursable expenses or the cost of Owner-provided services.

§ 3.1.2 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.3 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.

§ 3.1.4 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information.

Init.

The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.5 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.6 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project as provided in this Article 3. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.7 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.8 PRE-CONSTRUCTION SERVICES.

§ 3.1.8.1 PROGRAMMING DATA COLLECTION. The Architect shall provide to the Owner previously developed data collection and educational programming materials prepared through charrettes and needs assessment interviews in relation to curriculum and facilities with building administration and staff needs and assist in the development of the Program Statement for the Projects.

§ 3.1.8.2 SITE UTILIZATION STUDIES. The Architect shall provide to the Owner previously developed and updated site analysis, which includes land utilization, structure placement, facilities development, circulation systems, parking facilities and utility systems. The Architect may also include in the analysis the data provided by the Owner, including an analysis of surface and subsurface conditions, the soils report, vegetation, slope of land, ecological requirements, deeds, zoning and other legal restrictions, landscape features and materials.

§ 3.1.8.3 CODES COMPLIANCE REVIEW. The Architect shall arrange for and schedule a meeting with all applicable governmental authorities, including but not limited to the building codes inspector(s) and Nebraska State Fire Marshall and any deputy Fire Marshall with jurisdiction over the Project at the beginning of the Schematic Design, Design Development, and Construction Documents phases of the Architect's Basic Services to conduct a review of utility services (electric, sewer, water, internet cable) and of all applicable building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures for the existing Gering Public School District elementary, middle school and high school buildings pursuant to the Codes Compliance Protocol attached hereto as Exhibit "B". The Architect shall be responsible to design and prepare plans and specifications for regulations and mandates of such authorities/entities and shall prepare estimates of the Cost of the Work to include such code compliance, design standards, and requirements for the specified Project.

§ 3.1.8.4 DEVELOP PRELIMINARY PROGRAM STATEMENT. Based on the above educational programming and data collections, site utilization surveys, evaluations, studies, and inventories, the Architect shall prepare a preliminary program statement for the Board of Education of the Owner as the basis for the development of the Schematic Design and preliminary project budget.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the preliminary program statement prepared by the Architect and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services for the Project, including all applicable building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures for the existing Gering Public School District high school building pursuant to the Codes Compliance Protocol in effect as of the execution of this Agreement, Exhibit "B" attached hereto.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any

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inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an Opinion of Probable Construction Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and written Notice to Proceed, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall in consultation with the Construction Manager update the Opinion of Probable Construction Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development documents to the Owner, advise the Owner of any adjustments to the Opinion of Probable Construction Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and written Notice to Proceed, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the

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Work the CM@R will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.2.1 It is recognized that the Owner has certain obligations under local, state and federal accessibility laws and regulations that could affect the design of the Project. It is further recognized that federal accessibility laws and regulations are not part of, or necessarily compatible with, state or local laws, codes and regulations governing construction. The Architect shall, at appropriate times during the Construction Documents development phase of the Architect's services contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. The Architect shall be responsible to:

§ 3.4.2.1.1 Design and prepare plans and specifications for the Project that meet the design and construction requirements of applicable local, state and federal codes, statutes and regulations and mandates of governmental authorities, including but not limited to building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures in effect as of the execution of this Agreement, Exhibit "B" attached hereto..

§ 3.4.2.1.2 Prepare in consultation with the Construction Manager estimates for the Cost of the Work to include such codes compliance design standards and requirements for the improvements to be constructed.

§ 3.4.2.1.3 At the time of the delivery of the completed Construction Documents for the Project to the Owner the Architect shall submit to the Owner written approval of the plans and specifications for the Project from all applicable governmental authorities, including but not limited to the building codes inspector(s) and Nebraska State Fire Marshall and any deputy Fire Marshall or local life safety codes administrator with jurisdiction over the Project which confirms that such plans and specifications meet all applicable building codes, fire codes, in-door air quality standards, life-safety codes and standards, accessibility barrier standards, and any other required building components, systems or structures for the entire existing Gering Public School District elementary, middle school and high school buildings. The Architect will bring to the Owner's attention any authority/entity failing to provide written or stamped approval along with a brief summary of the Architect's efforts to gain approval. If the Architect performs the requirements of this paragraph, and subsequently the plans and specifications for the Project, or any portion thereof, are subsequently determined by any governmental authority to not meet the design requirements of applicable local, state and federal codes, statutes and regulations or mandates of governmental authorities, the Architect shall be responsible to redesign that portion of the Project as an additional fee to bring the Work into compliance with such code, statute or regulation; PROVIDED, however, that if the Architect fails to perform the requirements of this paragraph, the Architect shall be responsible to redesign that portion of the Project at no additional fee. The Owner will notify the Architect if there is a change in the governmental authorities with jurisdiction over the Project during the term of this Agreement.

§ 3.4.2.2 The Architect shall design for accessibility by persons with disabilities in conformance with the provisions and references in applicable state or local building codes and the technical design requirements of the Americans with Disabilities Act (ADA) and/or the Fair Housing Act (FHA) in effect as of the date of execution of his Agreement to the extent those statutes apply to the Project. The Owner will determine the full extent of its obligations under the ADA and Fair Housing Act Amendments (FHAA), including whether the ADA and/or the FHAA apply to the Project, the extent that modifications are readily achievable under the ADA, and the extent that modifications to improve disability access are necessary during an alteration and provide the Architect with such information.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

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§ 3.4.4 The Architect shall in consultation with the Construction Manager update the Opinion of Probable Construction Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the Opinion of Probable Construction Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner and Construction Manager in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner and the Construction Manager in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner and Construction Manager in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;
- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner and Construction Manager in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the CM@R as set forth below and in AIA Document A201™-2007, General Conditions of the Contract for Construction. If the Owner and CM@R modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the

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Architect be responsible for the CM@R's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the CM@R or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 The Architect shall respond to all of any contractor's requests for information unless such information is available to the Contractor from careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.6.1.5 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and initial decisions, the Architect shall endeavor to secure faithful performance by both the Owner and the Contractor, shall not show partiality to either, and shall not be liable for the results of interpretations or decisions so rendered in good faith.

§ 3.6.1.6 The Architect shall render initial decision on claims, disputes or other matters in question between the Owner and the Contractor as provided in the Contract Document. However, the Owner's decisions in consultation with the Architect's decisions on matter relating to aesthetic effect shall be final if consistent with the intentions expressed in the Contract Documents.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the CM@R, and (2) apparent defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect shall advise the Owner in writing, regarding a recommendation of rejection of Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the CM@R, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and make recommendations concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or CM@R. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and CM@R, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents and accepted by the Owner.

§ 3.6.2.5 Unless the Owner and CM@R designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and CM@R as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CM@R

§ 3.6.3.1 The Architect shall review and recommend to the Owner the amounts due the CM@R and shall issue certificates in such amounts. The Architect's recommendation for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the CM@R's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the CM@R's right to payment, or (4) ascertained how or for what purpose the CM@R has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the CM@R's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and comment upon or take other appropriate action upon the CM@R's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the CM@R's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's review of a specific item shall not indicate that the Architect has reviewed the entire assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the CM@R to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the CM@R that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect shall acknowledge the receipt of each Contractor-generated Request for Information (hereafter, "RFI") within three (3) working days after receiving it. The Architect shall endeavor to issue a written answer to the Contractor and the Owner, if desired, for each RFI (along with necessary descriptive drawings, specifications, or other documents) with the promptness necessary to avoid unnecessary delay or cost, within ten (10) working days

after the RFI is received by the Architect. If the RFI processing will exceed the agreed upon review period, the Architect will notify the Contractor and Owner

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the CM@R in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct site visits for observable or reasonably discoverable defects and deficiencies in the work and determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the CM@R and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the CM@R; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's site observation visit(s) shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the CM@R to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the CM@R, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the CM@R: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the CM@R under the Contract Documents.

§ 3.6.6.5 The Architect, during the eleventh (11th) month after the Date(s) of Substantial Completion, shall visit the Project to review the work and shall prepare a report to be issued to the Owner (and, at the Owner's direction, to the Contractor) indicating outstanding work to be corrected and warranty issues to be addressed by the Contractor. To the extent that services of the Architect are required for the Contractor's correction of the work or the Contractor's satisfaction of warranty requirements, such services, upon written approval of the Owner, shall be considered a Change in Services for which the Architect will be compensated.

§ 3.6.6.6 **UPDATED RECORD DRAWINGS.** Promptly after the Owner receives the Notice of Substantial Completion from the Architect, the Architect shall furnish the Owner, at no expense to the Owner, reproducible Record Drawings in a form approved by the Owner. The Architect shall also provide the Owner an electronic file of the Record Drawings in a computer program acceptable to the Owner. Revisions or changes shall be properly annotated on the reproducible plans and cross-referenced. Each sheet of the plans shall be prominently noted, "Record Drawings."

§ 3.6.6.7 **OPERATING AND MAINTENANCE MANUALS AND TRAINING OF OWNER STAFF.** The Architect shall on behalf of the Owner review the work of the contractors and suppliers with regard to the preparation of operating and maintenance manuals, extensive assistance in utilization of any equipment or system (such as initial start-up, testing, adjusting and balancing); and training personnel for operation and maintenance. Upon written request by the Owner, Architect shall participate in Commissioning and Training of Owner's staff on an hourly basis.

§ 3.7 **DEFECTIVE WORK.** Upon Notice of Completion, the Architect shall:

§ 3.7.1 DEFECTIVE WORK PERIOD. Provide assistance, as requested by the Owner, to obtain from the construction contractor any refinement or adjustment to any equipment or system during the warranty period. Defective Work period shall mean one (1) year from the date of Notice of Completion. During the defective work period, the construction contractor shall be responsible for damages resulting from defects in materials or workmanship of the Project. Assist the Owner in an eleven (11) month review of the completed work of the Project to determine if any operational deficiencies, material defects, or construction deficiencies exist that require correction.

§ 3.7.2 REVIEW MEETING. Upon request of the Owner, and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner and construction contractor to review the facility operations and performance.

§ 3.7.3 DEFECTS IN WORK. Make visits to the Project in response to Owner observations and reporting of apparent defects and deficiencies in the completed construction. Advise the Owner in writing of deficient or defective work and consult with the Owner to provide satisfactory methods for their correction. Additional site visits during the Warranty Period by the Architect shall be provided as an Additional Service on an hourly basis.

§ 3.7.4 CLAIMS AND DISPUTES. Architect shall render prompt advice on claims, disputes, and other matters which may arise between construction contractor and the Owner relating to operations of and defects in the completed work of the Project.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 The Scope of Services listed below are included in Basic Services for the Project. The Architect shall provide the listed Scope of Services specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.1.

(Designate the Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in the Agreement.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming	Architect	
§ 4.1.2 Multiple preliminary designs	Not Provided	
§ 4.1.3 Measured drawings	Not Provided	See Article 12.1.
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 4.1.6 Building Information Modeling ()	Architect	
§ 4.1.7 Civil engineering	Architect	
§ 4.1.8 Landscape design	Architect	Provided as part of Basic Services.
§ 4.1.9 Architectural Interior Design ()	Architect	Provided as part of Basic Services
§ 4.1.10 Value Analysis (B204™–2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	
§ 4.1.12 On-site Project Representation (B207™–2008)	Not Provided	
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	To Be Determined	If requested by Owner, fee will be negotiated.
§ 4.1.16 Post occupancy evaluation	Architect	One-Year Warranty review is provided as part of Basic Services.
§ 4.1.17 Facility Support Services (B210™–2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	
§ 4.1.19 Coordination of Owner’s consultants	Owner	
§ 4.1.20 Telecommunications/data design	To Be Determined	If requested by Owner, fee will be negotiated.
§ 4.1.21 Security Evaluation and Planning	Architect	

§ 4.1.22	Commissioning (B211™–2007)	Not Provided	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification ()	Not Provided	
§ 4.1.25	Fast-track design services	Architect	
§ 4.1.26	Historic Preservation (B205™–2007)	Not Provided	
§ 4.1.27	Furniture, Furnishings, and Equipment Design (B253™–2007)	To Be Determined	If requested by Owner, scope and fee will be negotiated.
§ 4.1.28	Acoustical Design	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document. **None**

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;
- .5 Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a CM@R’s submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the CM@R’s requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the CM@R from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, CM@R-prepared coordination drawings, or prior Project correspondence or documentation;

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- .3 Preparing Change Orders and Construction Change Directives that require evaluation of CM@R's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or CM@R and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the CM@R
- .2 One (1) weekly visit to the site by the Architect over the duration of the Project during construction
- .3 Two (2) site observation visits for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) site observation visits for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within sixty (60) days beyond the first Substantial Completion Date established in the Agreement Between the Owner and the CM@R, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. The Owner hereby refers Architect to any applicable building code authority to obtain building code specifications.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services; provided, however, nothing herein shall relieve Architect of any responsibility or liability for the performance of Architect's contracted services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests

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such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 Unless otherwise provided in this Agreement, the Owner may, in its sole discretion furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service and Construction Documents but the Owner's failure or omission to do so shall not relieve the Architect of his responsibilities hereunder and the Owner shall have no duty of observation, inspection or investigation. Architect acknowledges that he is the leader of the design team and is responsible for the design of the Project. Therefore, Owner shall be entitled to rely on the Construction Documents, services and information furnished by the Architect. This Section shall not relieve Architect of any responsibility or liability for the performance of Architect's contracted services on the Project.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the CM@R and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed Agreement between the Owner and CM@R, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the CM@R to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.13 The Owner shall furnish the services of a civil engineer to provide sediment and erosion control plans or other storm water management plans as required by federal, state and/or local authorities. The Owner shall also furnish services of a civil engineer for additional project representation services required for the monitoring of sediment and erosion control plans or other storm water management plans as required by federal, state and/or local authorities.

§ 5.14 The Owner shall furnish the services of an acoustical consultant if required for the acoustical design for the Project.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be as defined at paragraph § 3.1.1.3.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the CM@R's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the

estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's Opinion of Probable Construction Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If the actual bids for a bid package for a portion of the Work for the construction of the Project exceed the Owner's budget for the Cost of the Work for that bid package, the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work;
- .3 terminate in accordance with Article 9; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the
(Paragraphs deleted)

Owner chooses to proceed under Section 6.4.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work and assist with the negotiation of a lower contract price with the CM@R for the Project or the re-bidding of the Project as required by the Owner and/or by law.

(Paragraph deleted)

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 All plans, drawings, specifications, computations, sketches, data, surveys, models, photographs, renderings, and other like materials relating to the services ("Documents") shall become the non-exclusive property of the Owner at the conclusion of the project upon payment of all fees due and owing to the Architect, or termination of the services of the Architect, whichever is earlier, and shall be delivered to the Owner clearly marked and identified and in good order. The Owner may use the documents as it determines for other projects of the Owner or of which the Owner is a party, including, but not limited to, the construction of one or more like projects, without the approval of, or additional compensation to, the Architect. The Architect and the Architect's consultants shall incur no liability for the Owner's use or reuse of the Documents other than in connection with the Project unless the Architect is involved in the reuse project. Prior to the reuse of construction documents for a project in which the Architect is not also involved, the Owner shall remove and obliterate from such documents all identification of the original Architect, including name, address, and professional seal and stamp. Further, the Owner hereby indemnifies and holds harmless the Architect and its consultants from any loss or damage, including attorney's fee, incurred as a result of this provision. Pursuant to this paragraph, the Owner may retain other architects, engineers and design professionals who may use the Documents for such purposes as the Owner determines. Notwithstanding any other provisions of this paragraph, the Owner shall not permit or convey the right to use the Documents to any third party.

§ 7.2 Subject to the Owner's rights of ownership of the Documents set forth in paragraph 1.3.2.1, the Architect shall hold all copyrights in the Drawings, Specifications, and other documents prepared by the Architect for this Project, and may use such documents, or any portion thereof, as the Architect deems appropriate. The Owner shall incur no liability for the Architect's and the Architect's consultants' use or reuse of the Documents other than in connection with the Project unless the Owner is involved in the reuse project. Prior to the reuse of construction documents for a project in which the Owner is not also involved, the Architect and the Architect's consultants shall remove and obliterate from such documents all identification of the Owner, including name and address.

(Paragraphs deleted)

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement within the period specified by applicable law.

§ 8.1.1.2 Architect stipulates that Owner is a political subdivision of the State of Nebraska, and, as such, may enjoy immunities from suit and/or liability under the Constitution and laws of the State of Nebraska. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically authorized by law.

§ 8.1.2 Only to the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction, as amended. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. Owner agrees that the Architect is named as an additional insured under the Commercial General Liability Insurance obtained by the CM@R for the Project.

§ 8.1.3 The Owner hereby expressly reserves the right to claim consequential damages against the Architect for claims, disputes or other matters in question arising out of or relating to the subject matter of this Agreement, provided that the amount paid under any such claim by the Architect/Owner shall be limited to the insurance coverage's of the Architect under the Architect's Professional Liability and General Liability insurance policies in effect for the project.

§ 8.1.4 The Architect and Architect's consultants shall, during the construction of the Project and after the date of substantial completion for the period of time specified under Nebraska law for the statute of limitations, or when applicable the statute of repose, for professional negligence, indemnify and hold harmless the Owner and all of its school board members, officers, administrators, agents, representatives, servants, and employees from any and all losses, damages, liabilities, judgments, or expenses, including attorney's fees, on account of damage or destruction to property and personal injuries, including death, to any or all persons, including but not limited to invitees and employees of the Owner, Architect, Architect's consultants, general contractor or subcontractors and of all other persons performing any part of the work, which may directly or indirectly arise from or be connected with any negligent act, error or omission on the part of Architect or any breach of any of the Architect's obligations under this agreement and for patent, copyright or trademark infringement attributable to Architect's services. The Architect understands and agrees that the indemnification and hold harmless obligations of this section constitute a continuing obligation on the part of the Architect and survive and are enforceable beyond the term of the contract to the fullest extent permitted by law. Owner further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, partner, principal or employee of Architect shall have personal liability under this Indemnification provision, under any provision of the Agreement or for any matter in connection with the professional services provided in connection with the Project.

§ 8.1.5 DIRECT NEGOTIATION

§ 8.1.5.1 Direct Negotiation, as defined below, will be the initial process utilized by the parties. Either the Owner or the Architect may make a request for Direct Negotiation as an initial attempt to resolve any claim, dispute, or other matter arising out of this Agreement.

§ 8.1.5.2 Direct Negotiation Representatives of the parties shall be the Owner's Designated Representative, as defined in Section 1.1.8 and the Architect's Designated Representative, as defined in Section 1.1.11.

§ 8.1.5.3 Direct Negotiation will take place at the project worksite or at a location as agreed to by Owner's and Architect's Designated Representatives.

§ 8.1.5.4 Each party shall document results of the Direct Negotiation, and these documents shall be exchanged between the parties.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

(Paragraphs deleted)

§ 8.2.4.1 In the event of litigation arising from an alleged breach of this Agreement or otherwise arising from the services provided, or duties and/or obligations imposed, under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable attorney's fees and costs incurred as a result of the litigation.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 OWNER TERMINATION

§ 9.1.1 The Agreement may be terminated at-will and without cause by the Owner upon thirty (30) days written notice to the Architect.

§ 9.1.2 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination as follows:

§ 9.1.2.1 Expenses to be Reimbursed incurred by the Architect.

§ 9.1.2.2 The portion of the Architect's Compensation for Basic Services earned to the date of termination, which amount shall be computed as the amount payable for basic services for the actual hours worked through the date of termination by Architect's personnel assigned to the Project as calculated pursuant to Article 11.

§ 9.1.2.3 Cost of demobilization, including cost associated with computer systems, website shutdown provided that in no event shall demobilization costs exceed the sum of TEN THOUSAND DOLLARS (\$10,000).

§ 9.1.3 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

§ 9.1.4 This Agreement may be terminated by Owner for cause if Architect engages in conduct that would constitute a violation of state or federal criminal law related to or relevant to the Project, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.

§ 9.1.5 The parties hereby agree that: 1) if an order for relief is entered on behalf of the Architect, pursuant to Chapter 11 of the U.S. Bankruptcy Code; 2) if any other similar order is entered under any debtor relief laws; 3) if

Init.

Architect makes an assignment for the benefit of one or more of its creditors; 4) if a receiver is appointed for the benefit of its creditors; or 5) if a receiver is appointed on account of its insolvency, any such event could impair or frustrate Architect's performance. Accordingly, it is agreed that upon occurrence of any such event, Owner shall be entitled to request of Architect adequate assurance of future performance in accordance with the terms and conditions of this Agreement. Failure to comply with such request within ten (10) days of delivery of the request shall entitle Owner to terminate the Architect's services in accordance with this Section.

§ 9.2 ARCHITECT SUSPENSION OR TERMINATION

§ 9.2.1 If the Owner fails to make timely payments to the Architect for undisputed sums in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination if not cured after ten (10) days' written notice to Owner of the delinquency, or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2.2 If the Owner suspends the Project for more than thirty (30) consecutive days, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules may be equitably adjusted.

§ 9.2.3 If the Owner suspends the Project for more than ninety (90) consecutive days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 9.3 Either party may terminate this Agreement upon not less than twenty-one (21) days' written notice and opportunity to cure should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.4 AGREEMENT AND PAYMENT CONTINGENT UPON AVAILABILITY OF APPROPRIATED FUNDS OR FUNDS APPROVED BY THE VOTERS AND BOARD OF EDUCATION:

(Paragraphs deleted)

§ 9.4.1 Any other provisions of the Contract Documents to the contrary notwithstanding, it is expressly understood and agreed that the legal obligation of the School District/Owner under this Agreement, including the obligation of the Owner to pay the contract sum or any part thereof shall be contingent upon the availability of funds for the Project and any formal action of the Board of Education of the School District/Owner for the purpose of payment of the Contract Sum or any part thereof. In the event the funding for the Project becomes unavailable for any reason, the School District/Owner may terminate this Agreement without cause under the provisions of this Article 9.

§ 9.4.2 It is agreed that the obligations of the Architect herein are expressly contingent upon reasonable proof to the Architect that the School District/Owner has funds specifically approved by formal action of either the legal voters or the Board of Education of the School District/Owner for the purpose of payment of the Contract Sum or any part thereof.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located PROVIDED, the mandatory and exclusive venue for any disputes shall be in state district court in Douglas County, Nebraska.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction, as amended. As a material consideration of the making of this Agreement, the Modifications to this Agreement shall not be construed against the maker of said Modifications.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the

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written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site, unless Architect's acts or omissions introduced or caused or allowed to be introduced to the Project site said hazardous materials as defined in AIA Document A201-2007, as amended for this Project. Architect shall promptly disclose in writing to Owner any hazardous materials specified for the Project or discovered on site, regardless of the date of discovery or the date on which Architect learns of the hazardous nature of the materials.

§ 10.7 With prior written notice to the Owner, the Architect may include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner has provided notice of confidential information in Section 10.8 of this Agreement.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. The Architect shall maintain the confidentiality of information specifically designated as confidential by the Owner, unless withholding such information would violate the law, create the risk of significant harm to the public or prevent the Architect from establishing a claim or defense in an adjudicatory proceeding. The Architect shall require of the Architect's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the Owner. Owner herein designates the following as confidential information: security measures; security access codes; pending real estate purchases, exchange, lease or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law.

§ 10.9 The Architect will exercise his professional effort to interpret the Americans with Disability Act (ADA) and the ADA Accessibility Guideline (ADAAG) in place of the date of this Agreement. The Scope of Services provided by the Architect are limited to the requirements of Title II and III of the ADA. The Architect cannot provide recommendations or advice concerning which ADA requirements or measure may be "readily achievable", nor can the Architect determine the priorities of phasing of selected measures. These issues must be addressed by the Owner with priorities or phasing of selected measures. These issues must be addressed by the Owner with assistance for his or her financial and legal counsel.

§ 10.10 The Architect's services shall be provided to assist the Owner in making changes to an existing facility for which the Owner shall furnish, in a timely manner, documentation and information upon which the Architect may rely for its accuracy, and completeness. Unless specifically authorized or confirmed in writing by the Owner, the Architect shall not be required to perform or to have other destructive testing or to investigate concealed or unknown conditions. In the event documentation or information furnished by the Owner is inaccurate or incomplete, any resulting damage, losses and expenses, including the cost of the Architect's Additional Services, shall be borne by the Owner.

10.11 NON-DISCRIMINATION The Architect agrees that neither the Architect nor its subcontractors will discriminate against any employee or applicant for employment to be employed in the performance of this contract, with respect to his or her hire, tenure, terms and conditions or privileges of employment, because of his/her race, color, religion, sex, disability, or national origin.

§ 10.12 NO LIENS The parties agree that no architect, engineer, mechanic, contractor, materialman, artisan, laborer or subcontractor, whether skilled or unskilled, shall ever, in any manner have, claim or acquire any lien upon the Project of whatever nature or kind so erected or to be erected by virtue of this Agreement, nor upon any of the land upon which said improvements are so erected, built, or situated, such property being public property belonging to a political subdivision of the State of Nebraska, or upon any funds of Owner.

§ 10.13 APPLICABLE LAW This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidation of any portion of this Agreement under the laws of the State of Nebraska or of the United States shall not affect the validity of the remainder of this Agreement.

§ 10.14 CONFLICTS IN DOCUMENTS To the extent of conflicts between the Contract Documents, amendments shall prevail over original forms.

§ 10.15 INDEPENDENT CONTRACTOR It is understood and agreed that the relationship of Architect to Owner shall be that of an independent contractor. Nothing contained in this Agreement or inferable from this Agreement shall be deemed or construed to: 1) make Architect the agent, servant or employee of the Owner; or 2) create any partnership, joint venture, or other association between Owner and Architect. Any direction or instruction by Owner or any of its authorized representatives in respect to the Architect's services shall relate to the results the Owner desires to obtain from the Architect, and shall in no way affect the Architect's independent contractor status."

§ 10.16 NO WAIVER No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 10.17 FELONY CONVICTION Architect must give advance written notice to the Owner if the Architect or an owner or operator of the Architect has been convicted of a felony. The Owner may terminate this Agreement if the Owner determines that the Architect failed to give such notice or misrepresented the conduct resulting in the conviction. This paragraph requiring advance notice does not apply to a publicly-held corporation.

§ 10.18 CRIMINAL HISTORY RECORD CHECKS

§ 10.18.1 Architect shall obtain all criminal history information regarding its "covered employees", as defined below. If Architect is required by law to obtain fingerprint information, then Architect will also subscribe to that person's criminal history record information. Before beginning any Work on the Project, Architect will provide written certification to the District that Architect has complied with the statutory requirements as of that date. Upon request by Owner, Architect will provide, in writing: updated certifications and the names and any other requested information regarding covered employees, so that the Owner may obtain criminal history recommended information on the covered employees. Architect shall assume all expenses associated with obtaining criminal history record information.

§ 10.18.2 Architect will not assign any "covered employee" with a "disqualifying criminal history", as those terms are defined below, to work on the Project. If Architect receives information that a covered employee has a reported disqualifying criminal history, then Architect will immediately remove the covered employee from the Project and notify the Owner in writing within three (3) business days. If the Owner objects to the assignment of any covered employee on the basis of the covered employee's criminal history record information, then Architect agrees to discontinue using that covered employee to provide services on Owner's Project. If Architect has taken precautions or imposed conditions to ensure that the employees of Architect and any Architect consultant will not become covered employees, Architect will ensure that these precautions or conditions continue throughout the time the contracted services are provided.

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§ 10.18.3 For the purposes of this Section, "covered employees" means employees, agents or subcontractors of Architect or any of Architect's consultants who has or will have continuing duties related to the services to be performed on Owner's Project and has or will have direct contact with Owner's students. The Owner will decide what constitutes direct contact with Owner's students. "Disqualifying criminal history" means any conviction or other criminal history information designated by the Owner, or one of the following offenses, if at the time of the offense, the victim was under eighteen (18) years of age or enrolled in a public school: a felony offense under Nebraska Revised Statutes, Chapter 28, Article 3; an offense for which a defendant is required to register as a sex offender under Nebraska law; or an equivalent offense under federal law or the laws of another state.

§ 10.19 **RECORDS RETENTION** Architect shall keep all accounting and construction records on the Project for a period of at least twelve (12) years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements. In the alternative, Architect may provide such records to Owner for retention.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

§ 11.1.1 FEE FOR POST-BOND ISSUE ELECTION DESIGN AND CONSTRUCTION ADMINISTRATION BASIC SERVICES

§ 11.1.1.1 In the event that a bond issue for the Project is approved by the legal voters of the Gering Public School District OR the Owner determines to go forward with the Project without bond financing, the Architect's compensation for Post-Bond Issue Basic Services shall be as follows:

- .1 The Architect's **STIPULATED LUMP SUM FEE** for Post-Bond Issue Basic Services shall be a not to exceed amount, calculated by taking the Cost of the Work as set forth in the Construction Manager at Risk's Guaranteed Maximum Price (GMP) approved by the Owner/School District, multiplied by NINE AND FIVE-TENTHS PERCENT (9.5%) ((Stipulated Lump Sum Fee = GMP Cost of the Work X 9.5%)
- .2 Such **STIPULATED LUMP SUM FEE** shall exclude any Fees for Additional Services as provided in § 11.2 or 11.3 or any Reimbursable Expenses as provided in § 11.8.
- .3 Payment of the Architect's Fee for Post-Bond Issue Basic Services shall be made by the Owner on a monthly basis through an application for payment invoiced monthly by the Architect in proportion to services performed by the Architect based upon the percentages set forth at paragraph 11.5 below.

Project will not proceed to the Design Development, Contract Documents, Bidding and Contract Administration Phases until given written authorization from the Owner to proceed.

§ 11.2 For Additional Services the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

If Additional Services are requested in writing by the Owner, fees shall be on an hourly basis for work performed without mark-up at the Architect's hourly rates set forth on the Architect's Rate Schedule, Exhibit "C" attached hereto.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

On an hourly basis in accordance with Rate Schedule (Exhibit "C") attached hereto.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect without any mark-up.

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§ 11.5 Where compensation for Post-Bond Issue Election Basic Services is based on a Stipulated Sum or percentage of the GMP Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (15	%)
Design Development Phase	Twenty	percent (20	%)
Construction Documents Phase	Forty	percent (40	%)
Bidding or Negotiation Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Refer to Rate Schedule (Exhibit "C" attached hereto).

Employee or Category

Rate

Refer to Rate Schedule (Exhibit "C") attached hereto.

Refer to Rate Schedule (Exhibit "C") attached hereto.

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, ;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.
- .12 If the Owner is a tax exempt entity, reproduction of bid documents (plans and specifications) and associated distribution and postage/shipping costs will be directly billed to the Owner by the printer in order for the Owner to obtain tax exempt privileges.

§ 11.8.2 For Reimbursable Expenses the compensation shall be:

§ 11.8.2.1 The expenses incurred by the Architect and the Architect's consultants for items identified in paragraph 11.8.1, subparagraphs .1, .2, .3, .6, .8, .9, .10, and .11 shall be without mark-up, e.g. plus ZERO percent (0%) of the expenses incurred.

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§ 11.8.2.2 The expenses incurred by the Architect and the Architect's consultants for items identified in paragraph 11.8.1, subparagraphs .4, .5, .7, and .12 shall be allowed a mark-up of plus TEN percent (10%) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

None.

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment is not required.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid fifty-two (52) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

SIX PERCENT (6%) PER ANNUM.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows: None at this time.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B101™-2007, Standard Form Agreement between Owner and Architect, as amended.
- .2 AIA Document A133™-2007, Standard Form Agreement between Owner and Construction Manager, as amended.
- .3 AIA Document A201™-2007, General Conditions of the Contract for Construction, as amended.

(Paragraph deleted)

- .4 Other documents:
(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

Scope of the Work, Exhibit "A" – attached hereto.

Codes Compliance Protocol, Exhibit "B" – attached hereto.

Rate Schedule, Exhibit "C" – attached hereto.

This Agreement entered into as of the day and year first written above.

Scotts Bluff County School District 79-0016, a/k/a

RB+B, Architects

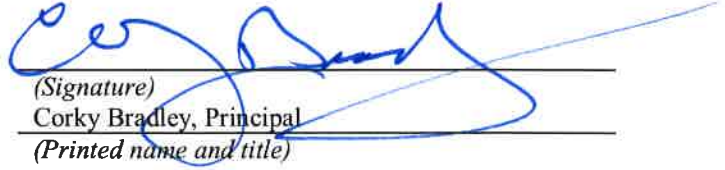
Gering Public School District
OWNER

(Signature)

Brian Copsey, President, Board of Education

(Printed name and title)

ARCHITECT



(Signature)

Corky Bradley, Principal

(Printed name and title)

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